

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

BHANDARA FAMILY LIVING TRUST	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
UNDERWRITERS AT LLOYD'S,	§	
LONDON F/K/A CERTAIN	§	
UNDERWRITERS AT LLOYD'S,	§	
LONDON, INDIAN HARBOR	§	
INSURANCE COMPANY, QBE SPECIALTY	§	CIVIL ACTION NO. 4:19-cv-00968
INSURANCE COMPANY, STEADFAST	§	
INSURANCE COMPANY, GENERAL	§	
SECURITY INDEMNITY COMPANY OF	§	
ARIZONA, UNITED SPECIALTY	§	
INSURANCE COMPANY, LEXINGTON	§	
INSURANCE COMPANY, OLD REPUBLIC	§	
UNION INSURANCE COMPANY,	§	
AMRISC, LLC, AND US RISK, LLC	§	
	§	
Defendants.	§	

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**PLAINTIFF'S RESPONSE TO THE INSURER DEFENDANTS'  
NOTICE OF RECENT AUTHORITY**

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TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff BHANDARA FAMILY LIVING TRUST ("Bhandara") files this Response to the Insurer Defendants' Notice of Recent Authority (Doc. No. 36) and respectfully shows the Court the following:

In the instant case, Bhandara filed its Response Opposing the Insurer Defendants' Motion to Compel Arbitration and Motion to Stay or Dismiss These Proceedings ("Response"). Doc. No. 16. In its Response, Plaintiff argued, in part, that the Arbitration Clause at issue is null and void, inoperable or incapable of being performed because it is both procedurally and

substantively unconscionable and against public policy as communicated by the Texas Legislature in enacting the Texas Insurance Code. The recent opinion filed by the Insurer Defendants, Order on Motion to Compel Arbitration entered in *Corpus Christi Island Apartment Villas Management Group, LLC v. Underwriters at Lloyd's, London*; Case No. 2:19-cv-01888 (S.D. Tex. Oct. 28, 2019) (the “*Island Villas* opinion”), does not address or base its ruling on any factual or legal analysis regarding whether the specific arbitration provision at issue in the *Island Villas* opinion was unconscionable or in violation of public policy of the State of Texas, and therefore, null and void. Accordingly, the *Island Villas* opinion offers no substantive legal analysis or binding authority regarding the foregoing issues of the instant case.

In addition, as part of Bhandara’s Response, Bhandara asserts that the arbitration clause at issue in the instant suit does not apply to the Broker Defendants. By contrast, the *Island Villas* plaintiff never raised this issue for the trial court’s determination and ruling. Accordingly, the *Island Villas* opinion offers no substantive legal analysis or binding authority regarding the foregoing issue of the instant case.

Based on the above, the *Island Villas* opinion is not instructive nor dispositive of the issues raised in the instant case.

Respectfully submitted,



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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

I certify that on January 8, 2020, a true and correct copy of the foregoing was forwarded to all other counsel of record, as listed below, through the electronic case filing system of the United States District Court for the Southern District of Texas:

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